

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

RECORDATION NO. 8644-F Filed 1425

FEB 8 1980 - 10 25 AM

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

INTERSTATE COMMERCE COMMISSION

February 7, 1980

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

2/8/80
10:00

Re: Equipment Trust Agreement, dated as of DC Washington, D. C.
January 1, 1977, between Morgan Guaranty
Trust Company of New York, as Trustee,
and Union Pacific Railroad Company (Re-
cordation No. 8644), as amended by a First
Supplemental Agreement (Recordation
No. 8644-A); a Second Supplemental Agree-
ment Agreement (Recordation No. 8644-B);
a Third Supplemental Agreement (Recordation
No. 8644-C); and a Fourth Supplemental Agree-
ment (Recordation No. 8644-D)

Dear Mrs. Mergenovich:

Enclosed herewith are executed Counterparts Nos. 1
through 6 of a Fifth Supplemental Agreement, dated as of
January 1, 1980, between Morgan Guaranty Trust Company of
New York, as Trustee, and Union Pacific Railroad Company,
amending and supplementing the above captioned Equipment
Trust Agreement.

After filing and recordation, at least four of the
Counterparts should be returned to the undersigned or given
to the bearer of this letter.

Also enclosed is a check payable to the order of the
Interstate Commerce Commission in payment of the fee associa-
ted with the filing and recordation of this document.

Very truly yours,

Kendor P. Jones

KPJ:b
Encls.

This Fifth Supplemental Agreement has been executed in 10 original counterparts, of which this is Counterpart No. 1.

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FEB 8 1980 10 22 AM

FIFTH SUPPLEMENTAL AGREEMENT,
DATED AS OF JANUARY 1, 1980,
BETWEEN
MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY
INTERSTATE COMMERCE COMMISSION

This FIFTH SUPPLEMENTAL AGREEMENT, dated as of January 1, 1980, between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company, as Trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into an Equipment Trust Agreement, dated as of January 1, 1977, which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act (hereinafter called the Act) on January 10, 1977, and assigned Recordation No. 8644, and pursuant to which the Trustee has issued \$60,000,000 aggregate principal amount of Union Pacific Equipment Trust No. 2 of 1977 Equipment Trust Certificates (hereinafter called the Trust Certificates); (ii) a First Supplemental Agreement, dated as of May 1, 1977, to such Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on May 25, 1977, and assigned Recordation No. 8644-A; (iii) a Second Supplemental Agreement,

dated as of June 1, 1978, to such Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on June 28, 1978, and assigned Recordation No. 8644-B; (iv) a Third Supplemental Agreement, dated as of September 1, 1979, to such Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on September 14, 1979, and assigned Recordation No. 8644-C; and (v) a Fourth Supplemental Agreement, dated as of October 1, 1979, to such Equipment Trust Agreement, which was filed and recorded pursuant to Section 20c of the Act on October 29, 1979, and assigned Recordation No. 8644-D (such Equipment Trust Agreement, as amended, being hereinafter called the Agreement); and

WHEREAS, in order that the aggregate final Cost of the Trust Equipment specifically described in the Agreement shall not be less than 125% of the \$60,000,000 aggregate principal amount of the Trust Certificates issued, the Company desires, pursuant to the provisions of Sections 3.1 and 3.4 of the Agreement, to construct and transfer to the Trustee additional Equipment under the Agreement of such Cost that the aggregate final Cost of all the Trust Equipment will be at least 125% of such \$60,000,000 aggregate principal amount of Trust Certificates; and

WHEREAS, Section 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the

Trust Certificates then outstanding may from time to time and at any enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Section 4.3 of the Agreement, desire to execute and deliver this Fifth Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates now outstanding or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company shall construct and transfer to the Trustee, subject to all of the terms of the Agreement, the following new standard-gauge railroad equipment, other than passenger cars or work equipment (hereinafter called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
61	100-ton, 3625 cu. ft. capacity, open top hopper cars, Class H-100-20, Union Pacific Railroad Company, builder, to be numbered UP 44784 to UP 44844, both in- clusive	\$36,000	\$2,196,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 3.4 and 4.9 of the Agreement, pay the builder thereof the Cost thereof as specified in the invoice of the builder.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after January 1, 1977.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto

affixed as of the day and year first above written.


MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee

By: 

Trust Officer

(SEAL)

ATTEST:


Assistant Trust Officer

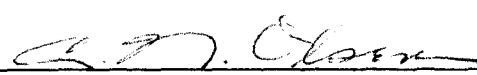
UNION PACIFIC RAILROAD COMPANY

By: 

Vice President and Treasurer

(SEAL)

ATTEST:


Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 6th day of February, 1980, before me personally appeared P. J. CROOKS, to me known, who being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maureen McShane
Notary Public

MAUREEN McSHANE
NOTARY PUBLIC, State of New York
No. 01MC4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of February, 1980, before me personally appeared H. B. SHUTTLEWORTH, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Frederic P. Jones
Notary Public
[Notary Seal]
Qualified in New York County
Commission Expires March 30, 1981